

B. Producer Agrees:

1. To purchase from Cargill all PorkWorks feeder pigs delivered by Cargill to Producer under the terms of this Request.

2. That notwithstanding anything in this Request to the contrary, Cargill's obligation is to use its best efforts to deliver pigs equal to at least ninety-five percent (95%) of the number of pigs requested by the Producer (95% of the number requested hereinafter referred to as the "Tolerance Amount"). The final number of pigs delivered on any Fill date shall be determined no later than 48 hours after the time of delivery, and shall be net of the number of PorkWork pigs which arrive dead or which die within 48 hours of delivery.

3. In the event Cargill delivers a Fill of pigs which, after deducting pigs arriving dead or dying within 48 hours of delivery, is less than the Tolerance Amount, then Cargill shall, in its sole discretion and as Producer's sole remedy, either (i) promptly deliver from the same single nursery source additional PorkWorks pigs to Producer so that, after delivery of the additional pigs, the total number delivered against the Request order is at least the Tolerance Amount, or (ii) pay to Producer for each pig not delivered below the Tolerance Amount \$9.80 ($\$0.07 \times 140 \text{ days} = \9.80). Any sums paid under this Section B(3) shall be paid at the end of the relevant Turn.

4. In the event Cargill delivers more than the number of pigs Requested, Producer shall purchase any such pigs under the terms of this Request, unless Cargill and Producer otherwise agree in writing.

5. That all claims for deficiencies (other than dead pigs, or pigs with clinical sickness as determined in accordance with the Pork Works Health and Veterinary Procedures stated in Exhibit B - the "H & V Procedures") in the PorkWorks pigs sold and purchased under this Request, and which are discovered within 48 hours of delivery, are to be fully and finally settled between Cargill and Producer by either (at Cargill's sole discretion): (i) Cargill's replacement of the deficient pigs, or (ii) the allowance for discounts in accordance with Cargill's current PorkWorks Blemished Pig Adjustment Policy (the "Blemish Policy"), which may be amended or adjusted by Cargill from time to time. A copy of the current Blemish Policy is attached hereto as Exhibit C. Producer agrees that the provisions of the Blemish Policy constitute its sole remedy against Cargill for any such deficient pigs.

6. That in the event any pigs delivered under this Request show observable, clinical sickness (other than deficiencies addressed in the Blemish Policy) within forty eight (48) hours of their delivery, then the notice, documentation, evaluation and compensation provisions of the H & V Procedures shall apply to such pigs. Producer agrees that the provisions of H & V Procedures constitute Producer's sole remedy against Cargill for any such pigs, and acknowledges that Cargill has no liability